

Subdivider: Western Pacific Housing

Project Name: Centria Condominiums

File No.: 100.01.220

Private Job Account No.: 3178

Improvement Plan No.: 2-1046

Tract/Parcel Map No.: 9773

Council Approval Date: _____

Completion Period: _____

24

CITY OF MILPITAS

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed this _____ day of _____, 2006, at Milpitas, California, by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "City") and **Western Pacific Housing, Inc., a Delaware Corporation**

(hereafter referred to as "SUBDIVIDER"):

RECITALS

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a map filed with the City Council of the CITY, marked and designated **Tract No. 9773 (Centria)**.
- B. Said map shows certain streets and easements which are offered for dedication for public use.
- C. Pursuant to the terms of this agreement, SUBDIVIDER will complete certain improvements associated with the street dedications, including undergrounding existing utilities.
- D. CITY desires that certain utilities on roadways that are adjacent to but not within the map area be undergrounded ("the Additional Work") and believes that some efficiencies would be created if such work is completed in conjunction with the subdivision improvements.
- E. SUBDIVIDER is amenable to completing the Additional Work provided that the City reimburses the developer for such costs.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. SUBDIVIDER agrees that it will construct at its sole cost and expense, all those certain improvements listed in the **Improvement Plan No. 2-1046**, consisting of **48** sheets and specifications approved by said City Council on _____, including setting survey monuments and identified by Project/Agency Fund Account No. **3178** (hereby referred to and made a part hereof the same as if set forth at length herein).
2. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have been submitted to the City Engineer and have been approved by him in writing nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of CITY.

3. SUBDIVIDER agrees that said improvements will be constructed under and subject to the inspection of and to the satisfaction of the City Engineer.
4. SUBDIVIDER agrees that it will construct said improvements in accordance with the requirements set forth in said "Improvement Plans and Specifications" referred to above, all applicable ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.
5. All said improvements shall be completed and ready for final inspection by the City Engineer within 24 months of the date of execution of this Agreement or prior to City issuance of Occupancy Permit Final inspection of the last residential building, whichever occurs first. If SUBDIVIDER shall fail to complete the work required by this Agreement within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER.
6. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of One million dollars (\$1,000,000.00), conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all improvement work required hereunder.
7. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this Agreement, SUBDIVIDER, agrees to pay costs of suit and reasonable attorney's fees to be fixed by the Court.
8. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of one million dollars (\$1,000,000.00), insuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.
9. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.
10. Any faithful performance security required hereunder shall be reduced to 10% of the security's original value for one year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
11. Prior to commencing any work, SUBDIVIDER, agrees to obtain an Encroachment Permit from the Engineering Division and at SUBDIVIDER's expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1000,000 for each person and \$1,000,000 for each occurrence and \$1000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this

paragraph, City may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay City the premium therefor.

12. SUBDIVIDER agrees that any general contractor engaged by the SUBDIVIDER for any work of improvement under this Agreement will have:
- a) In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.
 - or
 - b) In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.
13. SUBDIVIDER agrees to indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.
14. SUBDIVIDER agrees to comply with all special conditions and notes of approval for this development, pay all fees, and costs and expenses incurred by CITY in connection with said subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain Project/Private Job Account No. 3178 for this purpose with additional deposits as required by CITY.

A. Fees to be paid upon execution of this agreement:

a)	Plan-check and Inspection (Partial Deposit) (10% of Construction Costs Estimate)	(PJ3178-13-2500)	<u>\$100,000.00</u>
b)	Right-of-Way Reimbursement Fee	(310-3614-XXXX50)	<u>N/A</u>
c)	Other <u>Traffic Impact Fee</u>	(100-3718)	<u>\$173,969.00</u>
Sub-total			<u>\$273,969.00</u>

B. Fees to be paid at the time of building permit issuance:

a)	Water Connection Fee (464-units @ \$1,164.00 per unit)	(402-3715)	<u>\$540,096.00</u>
b)	Potable Water Meter Fee (various sizes-)	(400-3662)	<u>\$6,810.32</u>
c)	Recycled Water Meter Fee	(406-3622)	<u>N/A</u>
d)	Sanitary Sewer Connection Fee	(452-3715)	<u>\$652,384.00</u>

	(464-units @ \$1,406.00 per unit)		
e)	Sewer Treatment Plant Fee	(452-3714)	<u>\$320,160.00</u>
	(464 units @ \$690 per unit)		
f)	Sewer Bypass Benefit Fund	(HA1320-2500)	<u>N/A</u>
g)	Storm Drain Connection Fee	(340-3711)	<u>\$137,530.00</u>
h)	Parksite Fee		
	1. Park Dedication In-Lieu Fee	(320-3712)	<u>\$1,170,244.00</u>
	2. PUD Park Fee	(320-3712)	<u>N/A</u>
Sub-total			\$2,827,224.32
Total			\$3,101,193.32

15. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete original mylar of "Record Drawing" showing all the changes from the original plan.
16. Upon completion of the work, and before City Council final acceptance thereof, SUBDIVIDER shall be billed for and pay the outstanding balance of the project's private job account or shall be refunded the difference between the amount of City costs and expenses in each instance and the amount of said remittance.
17. Any easement or right-of-way necessary for the completion of any of the improvements required of SUBDIVIDER shall be acquired by SUBDIVIDER at its sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, SUBDIVIDER agrees that he will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY. SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.
18. City will accept on behalf of the public, the dedication of the streets, and easements offered for dedication, and will supply water for sale to and within said subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this Agreement.
19. SUBDIVIDER hereby irrevocably offers to convey title of the water and sanitary sewer mains and lines, and appurtenances constructed in or for said subdivision to CITY. Upon final acceptance of said improvements by CITY, said title will be deemed to be accepted by CITY in the event that title has not previously passed to CITY by operation by law.
20. SUBDIVIDER agrees to comply with all requirements set forth on **Exhibit "A"** (attached hereto, hereby referred to and made a part hereof).
21. This Agreement shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said subdivision.
22. SUBDIVIDER agrees that, upon ten (10) days written notice from CITY, it will immediately remedy,

restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.

23. This Agreement shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this Agreement shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
24. Nothing contained in this Agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
25. Time shall be of the essence of this Agreement. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

*Signed and Sealed this _____ day of _____, 2006.

CITY OF MILPITAS

By: _____
City Manager

** Attach proper acknowledgment.

Western Pacific Housing, Inc., a Delaware Corporation
Subdivider

Subdivider's Capacity

APPROVED AS TO FORM THIS

_____ day of _____, 2006

**By: _____

By: _____
Assistant City Attorney

Typed Name and Capacity/Title

APPROVED AS TO SUFFICIENCY THIS

_____ day of _____, 2006

**By: _____

By: _____
City Engineer

Typed Name and Capacity/Title

* Date should be same as date on Page 1 of 6.

** It is essential that the signatures be acknowledged before a California Notary Public and attach proper acknowledgment.

EXHIBIT "A"

1. The Subdivider agrees to complete necessary Water Service Agreements, and pay the connection fees prior to Building Permit issuance.
2. The Subdivider agrees to pay to the City an in-lieu Park Fee of \$1,170,244.00, upon execution of this Agreement.
3. The Subdivider agrees to pay to the City a Traffic Impact Fee of \$173,969.00, upon execution of this Agreement.
4. The Subdivider agrees to complete the construction of all public improvements and settings of all Survey Monuments before the City issuance of the Occupancy Permit/Final Inspection of the last residential building.
5. The Subdivider agrees to execute a petition to annex and establish, with respect to the property, the Special taxes levied by a Community Facility District (CFD) for the purpose of maintaining the public services, upon execution of this Agreement.
6. The Subdivider agrees to comply with the special conditions and notes of approval for this Subdivision.

Principal: _____
Project Name: Centria Condominiums

Project No. 3178
Bond No. _____

**CITY OF MILPITAS
FAITHFUL PERFORMANCE BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: Public Improvement for Centria Condominiums as on shown on Improvement Plans 2-1046.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the City of Milpitas, California, in the penal sum of one million dollars (\$1,000,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2006.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: _____

SURETY: _____

BY: _____
(write name)

BY: _____
(write name)

BY: _____
(type name and office)

BY: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2006.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2006.)

THIS JURAT MUST BE COMPLETED
) BY A NOTARY IF THE VERIFICATION
) IS EXECUTED OUTSIDE OF CALIFORNIA
)
)

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.
A power of attorney is not enough.

Form Approved:

Principal: _____
Project Name: Centria Condominiums

Project No. 3178
Bond No. _____

**CITY OF MILPITAS
LABOR AND MATERIALS BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: Public Improvement for Centria Condominiums as on shown on Improvement Plans 2-1046.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, said Principal and the undersigned as corporate surety, their heirs, successors, executors and administrators, are held firmly bound, jointly and severally, unto the City of Milpitas California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid agreement in the sum of **one million dollars (\$1,000,000.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the fact amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2006.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: _____

SURETY: _____

BY: _____
(write name)

BY: _____
(write name)

BY: _____
(type name and office)

BY: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2006.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2006.)

THIS JURAT MUST BE COMPLETED
) BY A NOTARY IF THE VERIFICATION
) IS EXECUTED OUTSIDE OF CALIFORNIA
)
)

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.
A power of attorney is not enough.

Form Approved:

Principal: _____
Project Name: Centria Condominiums

Project No. 3178
Bond No. _____

**CITY OF MILPITAS
SURVEY MONUMENTATION BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to install and complete certain designated public improvements, including setting of survey monuments by an engineer or surveyor prior to a certain date.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the City of Milpitas, California, and that Engineer or Surveyor, who set said survey monuments in the penal sum of one thousand dollars (\$1,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2006.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: _____

SURETY: _____

BY: _____
(write name)

BY: _____
(write name)

BY: _____
(type name and office)

BY: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2006.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2006.)

THIS JURAT MUST BE COMPLETED
) BY A NOTARY IF THE VERIFICATION
) IS EXECUTED OUTSIDE OF CALIFORNIA
)
)

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.
A power of attorney is not enough.

Form Approved:

Project Name: Centria Condominiums

CITY OF MILPITAS

**CERTIFICATE RELATING TO WORKER'S COMPENSATION
INSURANCE PURSUANT TO LABOR CODE SECTION 3800**

(Subdivision)

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work of improvement under agreement with the City of Milpitas. (Check one of the following):

_____ Any general contractor engaged by me for said work will have in full force and effect Worker's Compensation Insurance pursuant to the attached certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

_____ Or has in full force and effect and have attached hereto a Certificate of Consent to Self-insure issued by the Director of Industrial Relations or the insurer may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on _____
at _____.
(Date) (City)

By: _____

Official Title

On behalf of: _____
Contractor

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED AND
MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS, 888 NORTH FIRST STREET, SAN JOSE, CALIFORNIA, TELEPHONE: 277-1265.

Subdivider: Western Pacific Housing, Inc.

Project No. 3178

Project Name: Centria Condominiums

CITY OF MILPITAS
CERTIFICATE OF WORKER'S COMPENSATION INSURANCE

Pursuant to California Labor Code Section 3800, the undersigned Insurer certifies that it is an admitted Worker's Compensation Insurer, that it has issued a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner (bearing policy number _____) to _____ in connection with the above project, title and subdivider. Said policy is now in full force and effect and the full deposit premium has been paid. At least 10 days advance notice of the cancellation of said policy will be given to the City of Milpitas. The expiration date on said policy is _____.

Dated: _____

INSURANCE COMPANY

AUTHORIZED REPRESENTATIVE (Signature)

Address: _____

AUTHORIZED REPRESENTATIVE (Type Name)

Address: _____

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer.
Executed at _____, California, on the _____ day of _____, 2006. **

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public, this _____ day of _____, 2006.

(Sign)

(Type Name)

Project Name: Centria Condominiums**CERTIFICATE OF GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE**

The undersigned insurance company certifies to the City of Milpitas, California, that it has issued a general public liability insurance policy, policy number _____ to _____ in connection with a work of improvement generally described as Street and underground improvement on _____. The policy names the City of Milpitas, its officers and employees (as additional insured) and insures said City, officers and employees against liability arising out of activities, including but not limited to, coverage for all work performed by or on behalf of permittee, products and completed operations of the permittee; the premises owned, occupied or used by the permittee; or automobiles owned, leased, hired or borrowed by the permittee in the following minimum amounts and for the following periods:

<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>POLICY PERIOD</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
(1) Bodily Injury			\$1,000,000 each person) \$1,000,000 each occurrence)) *
(2) Property Damage			\$1,000,000 each occurrence) \$1,000,000 aggregate)

This policy provides: (1) primary coverage for additional insured parties; if said additional insured have other insurance against loss covered by this policy, the other insurance shall be excess insurance only; (2) that said additional insured parties are not precluded from claim under this policy against other insured parties; and (3) each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Clerk.

Insurance Company

Address of Signatory:

Authorized Signature (Sign)_____
Authorized Signature (Type)If project involves less than \$50,000, City will accept \$300,000/\$50,000

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer.
Executed at _____, California, on the _____ day of _____, 2006. **

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public, this _____ day of _____, 2006.

(Sign)

(Type Name)

** If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: _____, 2006, by _____

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE. WE HEREBY OFFER FOR DEDICATION TO CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

1. LOTS "A" AND "B" FOR STREET AND PUBLIC UTILITY PURPOSES.
2. EASEMENT "A" FOR PUBLIC TRAIL PURPOSES
3. EASEMENTS "C", "D" AND "I" FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE)
4. EASEMENT "E" FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSES, VISITORS AND TENANTS WITH MAINTENANCE THEREOF BY THEIR LOT OWNERS THE FOLLOWING:

5. EASEMENT "F" (ACCESS EASEMENT FOR THE BENEFIT OF LOT 2)
6. EASEMENT "G" (ACCESS EASEMENT FOR THE BENEFIT OF LOT 1)
7. EASEMENT "H" (ACCESS EASEMENT FOR THE BENEFIT OF LOT 1)

THE ABOVE MENTIONED EASEMENTS (TRAIL EASEMENT, PSUE & EAE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

OWNER: WESTERN PACIFIC HOUSING, INC. A DELAWARE CORPORATION

BY: _____

TITLE: _____

(NOTARIZED SIGNATURES)

DATE

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME,

_____, PERSONALLY APPEARED

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S), ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

NOTARY'S SIGNATURE _____

PRINT NAME _____

PRINCIPAL PLACE OF BUSINESS _____

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

TRACT 9773 FOR CONDOMINIUM PURPOSES CENTRIA

A PORTION OF THAT CERTAIN 450 ACRE TRACT OF LAND CONVEYED TO GEORGE E. AND H. GERTRUDE ABEL AND DESIGNATED AS PARCEL NO. 2 BY DEED RECORDED FEBRUARY 29, 1940 IN BOOK 988 AT PAGE 380, OFFICIAL RECORDS OF SANTA CLARA COUNTY AND ALL THAT PORTION OF LAND AS DESCRIBED IN RESOLUTION NO. 6831, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ORDERING THE VACATION OF CAPITOL AVENUE FROM ABEL STREET TO MAIN STREET, WHICH SAID RESOLUTION WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON DECEMBER 18, 1998 UNDER RECORDER'S SERIES NO. 14560800

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

CARLSON, BARBEE AND GIBSON, INC.

ENGINEERS SURVEYORS PLANNERS
SAN RAMON CALIFORNIA

MAY 2006

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN FINAL MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

SIGNED: _____ DATE: _____
GREG ARMENDARIZ
CITY ENGINEER, CITY OF MILPITAS
R.C.E. NO. 40283, EXPIRATION DATE DECEMBER 31, 2006

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

SIGNED: _____ DATE: _____
MICHAEL K. COOPER
ACTING CITY SURVEYOR, CITY OF MILPITAS
HARRIS & ASSOCIATES
R.C.E. NO. 29072
EXPIRATION DATE MARCH 31, 2007

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT _____ IN BOOK OF
MAPS _____, AT PAGES _____, SERIES NUMBERS _____
AT THE REQUEST OF STEWART TITLE GUARANTY COMPANY

FEE _____

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER

BY: _____
DEPUTY

CITY CLERK'S CERTIFICATE

I, MARY LAVELLE, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON _____, 20____, HAS TAKEN THE FOLLOWING ACTIONS:

1. APPROVED THIS TRACT MAP NO. 9773
2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMANCE WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
 1. LOTS "A" (SOUTH ABEL STREET) AND "B" (SOUTH MAIN STREET) FOR STREET AND PUBLIC UTILITY PURPOSES.
 2. EASEMENT "A" FOR PUBLIC TRAIL PURPOSES.
 3. EASEMENTS "C", "D" AND "I" FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
 4. EASEMENT "E" FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).
3. FOR ASSESSMENT DISTRICTS CREATED BY THIS GOVERNING BODY, THE COUNCIL HAS DETERMINED THAT PROVISIONS HAVE BEEN MADE FOR SEGREGATION OF THE RESPONSIBILITY OF EACH OF THE PROPOSED NEW PARCELS FOR A PORTION OF ASSESSMENT PAYMENT OBLIGATION IN THE MANNER PROVIDED IN THE STATUTE PURSUANT TO WHICH THE ASSESSMENTS WERE LEVIED: COMMUNITY FACILITIES DISTRICT 2005-1.

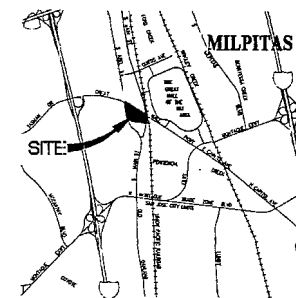
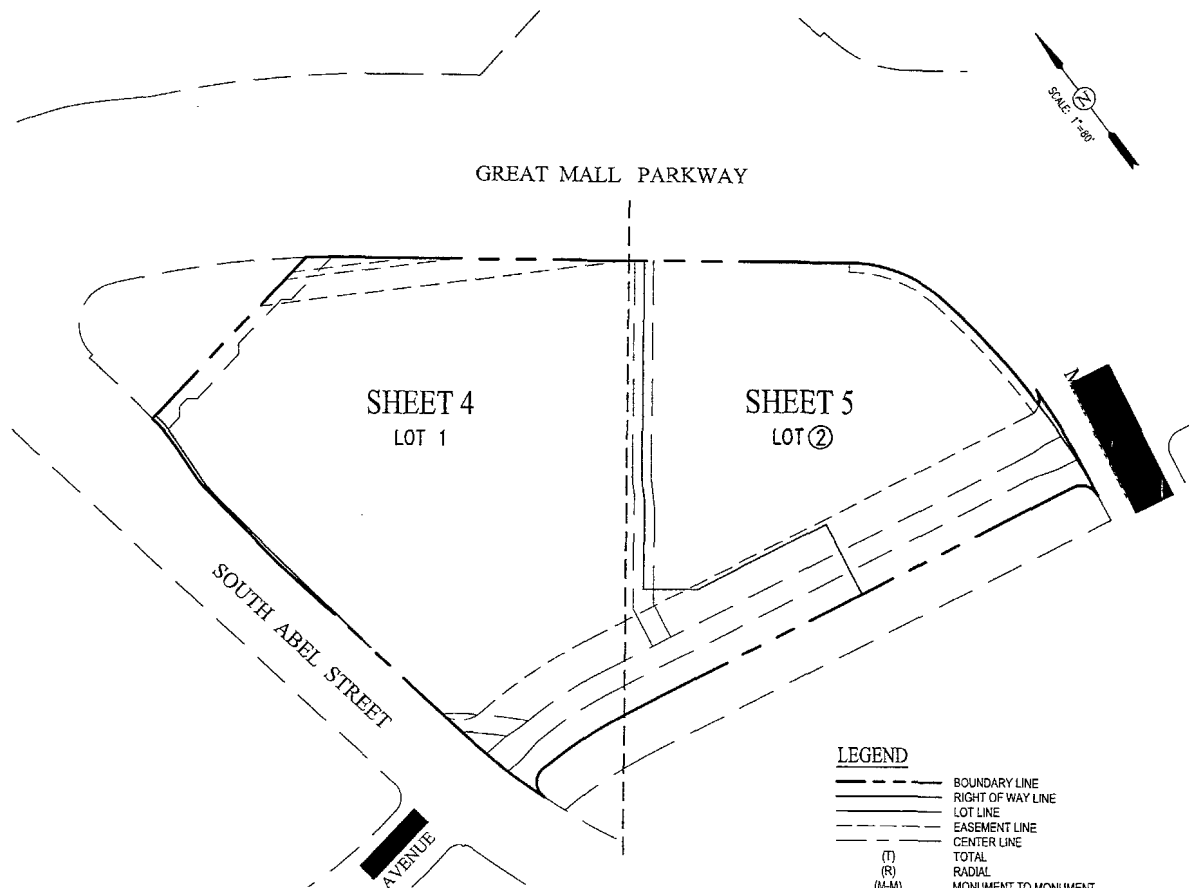
DATED: _____
MARY LAVELLE
CITY CLERK, CITY OF MILPITAS

SURVEYOR'S STATEMENT

I CHRISTOPHER S. HARMISON, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN APRIL 2005 AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FAIRFIELD GREAT MALL LLC ON OCTOBER 2003 AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE FINAL MAP, AND IT IS TECHNICALLY CORRECT. I HEREBY STATE THAT THE MONUMENTS WILL OCCUPY THE POSITIONS INDICATED BY DECEMBER 2007, AND ARE OF THE CHARACTER INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SIGNED: _____ DATE: _____
CHRISTOPHER S. HARMISON, P.L.S. 7176
LICENSE EXPIRATION DATE: DECEMBER 31, 2007





VICINITY MAP
NOT TO SCALE

REFERENCES:

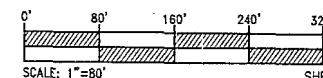
- (1) RECORD OF SURVEY (244 M 3)
- (2) RECORD OF SURVEY (691 M 13)
- (3) RECORD OF SURVEY (754 M 24)
- (4) PARCEL MAP (570 M 40)
- (5) PARCEL MAP (289 M 40)
- (6) PARCEL MAP (610 M 20)
- (7) TRACT 4798 (269 M 48)
- (8) TRACT 4370 (234 M 23)

TRACT 9773
FOR CONDOMINIUM PURPOSES
CENTRIA

A PORTION OF THAT CERTAIN 450 ACRE TRACT OF LAND CONVEYED TO GEORGE E. AND H. GERTRUDE ABEL AND DESIGNATED AS PARCEL NO. 2 BY DEED RECORDED FEBRUARY 29, 1940 IN BOOK 388 AT PAGE 380, OFFICIAL RECORDS OF SANTA CLARA COUNTY AND ALL THAT PORTION OF LAND AS DESCRIBED IN RESOLUTION NO. 8831, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ORDERING THE VACATION OF CAPITOL AVENUE FROM ABEL STREET TO MAIN STREET, WHICH SAID RESOLUTION WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON DECEMBER 18, 1998 UNDER RECORDER'S SERIES NO. 14560800

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
CARLSON, BARBEE AND GIBSON, INC.
ENGINEERS SURVEYORS PLANNERS
SAN RAMON CALIFORNIA

MAY 2006



SHEET 2 OF 6

BASIS OF BEARINGS:

THE BEARING OF NORTH $80^{\circ}13'03''$ WEST BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF WEST CAPITOL AVENUE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 691 OF MAPS, PAGES 13 THROUGH 17, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY. THE BEARINGS SHOWN HEREON ARE BASED ON CALIFORNIA COORDINATE SYSTEM ZONE 3. MULTIPLY DISTANCE SHOWN BY 0.99994500 TO OBTAIN GRID DISTANCES.

1235-10

INDEX SHEET

LEGEND

---	BOUNDARY LINE
---	RIGHT OF WAY LINE
---	LOT LINE
---	EASEMENT LINE
---	CENTER LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
●	FOUND STANDARD STREET MONUMENT
○	FOUND MONUMENT AS NOTED
○	SET 5/8" REBAR AND CAP, LS 7176
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
EAE	EMERGENCY ACCESS EASEMENT
TYP	TYPICAL
AC	ACRE
(#)	RECORD DATA

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTER LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT /S NOTED
- SET 1/8" REBAR AND CAP, LS 7176
- PUBLIC SERVICE AND UTILITY EASEMENT
- EAE EMERGENCY ACCESS EASEMENT
- TYP TYPICAL
- AC ACRE
- (#) RECORD DATA

REFERENCES:

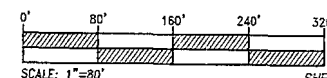
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- (5) PARCEL MAP (289 M 40)
- (6) PARCEL MAP (610 M 20)
- (7) TRACT 4798 (269 M 48)
- (8) TRACT 4370 (234 M 23)

TRACT 9773 FOR CONDOMINIUM PURPOSES CENTRIA

A PORTION OF THAT CERTAIN 450 ACRE TRACT OF LAND CONVEYED TO GEORGE E. AND H. GERTRUDE ABEL AND DESIGNATED AS PARCEL NO. 2 BY DEED RECORDED FEBRUARY 25, 1940 IN BOOK 988 AT PAGE 380, OFFICIAL RECORDS OF SANTA CLARA COUNTY AND ALL THAT PORTION OF THE CITY OF MILPITAS ORDERING THE VACATION OF CAPITOL AVENUE FROM ABEL STREET TO MAIN STREET, WHICH SAID RESOLUTION WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON DECEMBER 18, 1958 UNDER RECORDER'S SERIES NO. 14560800

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
CARLSON, BARBEE AND GIBSON, INC.
ENGINEERS SURVEYORS PLANNERS
SAN RAMON CALIFORNIA

MAY 2006



CURVE	RADIUS	DELTA	LENGTH
C1	700.00'	09°20'22"	114.10'
C2	148.44'	11°18'47"	28.91'
C3	158.24'	11°19'41"	30.89'
C4	2054.00'	00°13'57"	8.33'
C5	1033.00'	02°42'23"	48.79'
C6	150.00'	14°18'11"	108.13'
C7	750.00'	11°18'22"	155.89'
C8	20.00'	18°46'09"	17.02'
C9	855.00'	07°06'26"	106.06'
C10	20.00'	89°59'45"	31.41'
C11	532.96'	11°51'05"	110.24'
C12	20.00'	107°38'13"	37.57'
C13	700.00'	10°04'45"	25.40'
C14	745.00'	03°04'35"	40.00'
C15	855.00'	04°34'21"	67.74'
C16	855.00'	02°34'05"	38.32'
C17	622.96'	13°33'06"	147.34'
C18	30.00'	83°24'10"	43.67'
C19	482.96'	13°08'53"	110.83'
C20	20.00'	87°08'41"	13.90'
C21	990.00'	02°26'22"	38.37'

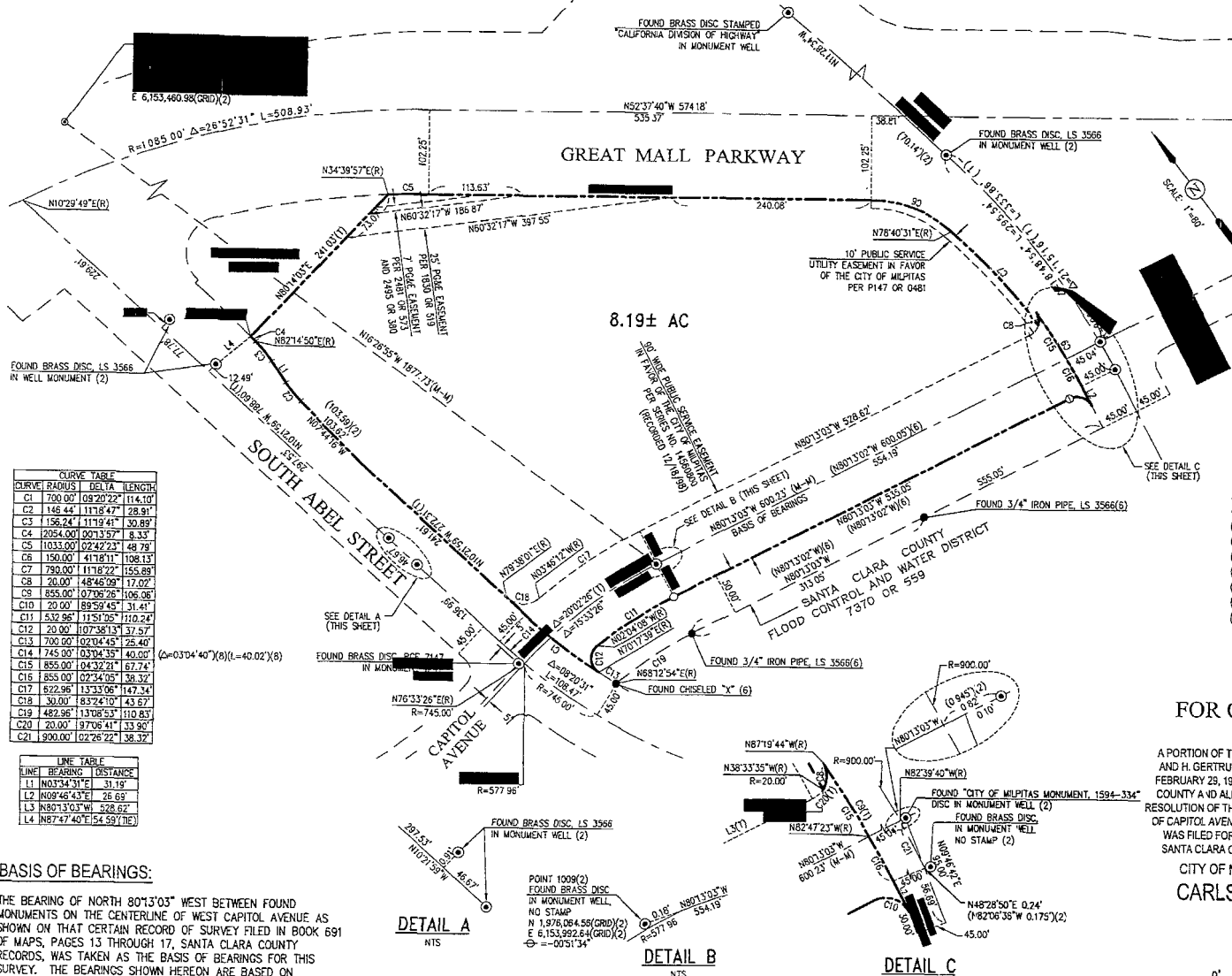
LINE	BEARING	DISTANCE
L1	N03°54'31"E	31.19'
L2	N09°46'43"E	26.65'
L3	N80°13'03"W	528.62'
L4	N87°47'40"E	54.59'

BASIS OF BEARINGS:

THE BEARING OF NORTH 80°13'03" WEST BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF WEST CAPITOL AVENUE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 691 OF MAPS, PAGES 13 THROUGH 17, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY. THE BEARINGS SHOWN HEREON ARE BASED ON CALIFORNIA COORDINATE SYSTEM ZONE 3. MULTIPLY DISTANCE SHOWN BY 0.99994500 TO OBTAIN GRID DISTANCES.

1235-10

BOUNDARY AND EXISTING EASEMENT OF RECORD SHEET



GREAT MALL PARKWAY

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTER LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR AND CAP, LS 7175
- PSUE PUBLIC SERVICE AND UTILITY EASEMENT
- EAE EMERGENCY ACCESS EASEMENT
- TYP TYPICAL
- AC ACRE
- (#) RECORD DATA

BASIS OF BEARINGS:

THE BEARING OF NORTH 80°13'03" WEST BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF WEST CAPITOL AVENUE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 691 OF MAPS, PAGES 13 THROUGH 17, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY. THE BEARINGS SHOWN HEREON ARE BASED ON CALIFORNIA COORDINATE SYSTEM ZONE 3. MULTIPLY DISTANCE SHOWN BY 0.99994500 TO OBTAIN GRID DISTANCES.

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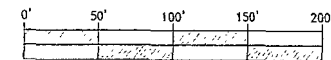
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TRACT 9773 FOR CONDOMINIUM PURPOSES CENTRIA

A PORTION OF THAT CERTAIN 450 ACRE TRACT OF LAND CONVEYED TO GEORGE E AND H. GERTRUDE ABEL AND DESIGNATED AS PARCEL NO. 2 BY DEED RECORDED FEBRUARY 29, 1940 IN BOOK 968 AT PAGE 380, OFFICIAL RECORDS OF SANTA CLARA COUNTY AND ALL THAT PORTION OF LAND AS DESCRIBED IN RESOLUTION NO. 6831, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ORDERING THE VACATION OF CAPITOL AVENUE FROM ABEL STREET TO MAIN STREET, WHICH SAID RESOLUTION WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON DECEMBER 18, 1998 UNDER RECORDER'S SERIES NO. 14560803

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
CARLSON, BARBEE AND GIBSON, INC.
ENGINEERS SURVEYORS PLANNERS
SAN RAMON CALIFORNIA

MAY 2006



LINE	BEARING	DISTANCE
L1	N37°13'33"E	23.40'
L2	N52°13'22"W	24.27'
L3	N82°05'16"E	7.00'
L4	N89°28'35"W	7.00'
L5	N03°34'31"E	47.38'
L6	N86°25'29"W	6.55'
L7	N36°44'28"E	19.81'
L8	N52°32'24"W	3.95'
L9	N80°14'03"E	17.89'
L10	N37°27'36"E	11.78'
L11	N80°14'03"E	11.52'
L12	N52°32'25"W	10.90'
L13	N80°14'03"E	39.17'
L14	N52°59'14"W	22.79'
L15	N37°03'51"E	14.33'
L16	N09°45'57"W	6.80'
L17	N80°14'03"E	65.23'
L18	N37°27'36"E	11.78'
L19	N80°14'03"E	50.82'
L20	N80°14'03"E	64.78'
L21	N52°32'25"W	4.53'
L22	N52°32'25"W	3.88'
L23	N30°36'19"E	32.55'
L24	N30°36'19"E	24.17'
L25	N30°36'19"E	15.79'
L26	N78°02'47"E	23.18'
L27	N85°15'37"E	32.98'
L28	N85°15'37"E	30.43'
L29	N85°15'37"E	20.70'
L30	N85°15'37"E	25.80'
L31	N03°34'31"E	31.19'
L32	N09°46'58"E	40.11'
L33	N09°46'58"E	45.53'
L34	N80°13'03"W	24.29'
L35	N80°13'03"W	24.22'
L36	N25°58'03"W	10.02'
L37	N52°32'08"E	56.30'
L38	N87°06'16"W	23.21'

CURVE	RADIUS	DELTA	LENGTH
C1	532.96	11°51'05"	110.24'
C2	20.00	107°38'13"	37.57'
C3	700.00	09°20'22"	114.10'
C4	148.44	117°8'47"	28.91'
C5	156.24	11°19'41"	30.89'
C6	2054.00	00°33'57"	8.33'
C7	1033.00	02°42'23"	48.79'
C8	137.00	03°04'06"	7.34'
C9	130.00	08°25'09"	19.10'
C10	1033.00	01°33'47"	28.18'
C11	425.00	13°72'31"	88.84'
C12	415.00	14°33'21"	105.43'
C13	403.00	14°33'21"	102.38'
C14	424.46	12°36'39"	93.46'
C15	404.46	08°55'01"	88.83'
C16	448.00	01°05'25"	8.54'
C17	700.00	02°29'28"	30.43'
C18	700.00	01°00'15"	12.27'
C19	137.00	00°52'57"	7.10'
C20	1023.00	01°35'38"	28.46'
C21	32.00	83°24'40"	43.67'
C22	622.96	13°33'06"	147.34'
C23	449.00	12°16'50"	96.19'

LINE	BEARING	DISTANCE
L1	N89°35'42"E	26.59'
L2	N30°26'19"E	32.35'
L3	N30°26'19"E	24.17'
L4	N30°36'19"E	15.79'
L5	N72°47'09"W	23.19'
L6	N80°13'02"W	22.14'
L7	N87°38'55"W	23.19'
L8	N80°13'02"W	18.76'
L9	N02°56'14"E	16.95'
L10	N80°13'02"W	22.60'
L11	N02°56'14"E	15.52'
L12	N52°32'25"W	3.88'
L13	N52°32'25"W	4.53'
L14	N37°27'35"E	47.85'
L15	N55°58'03"W	10.02'
L16	N09°46'58"E	40.11(T)
L17	N09°46'58"E	45.53(T)
L18	N52°55'02"W	20.00'

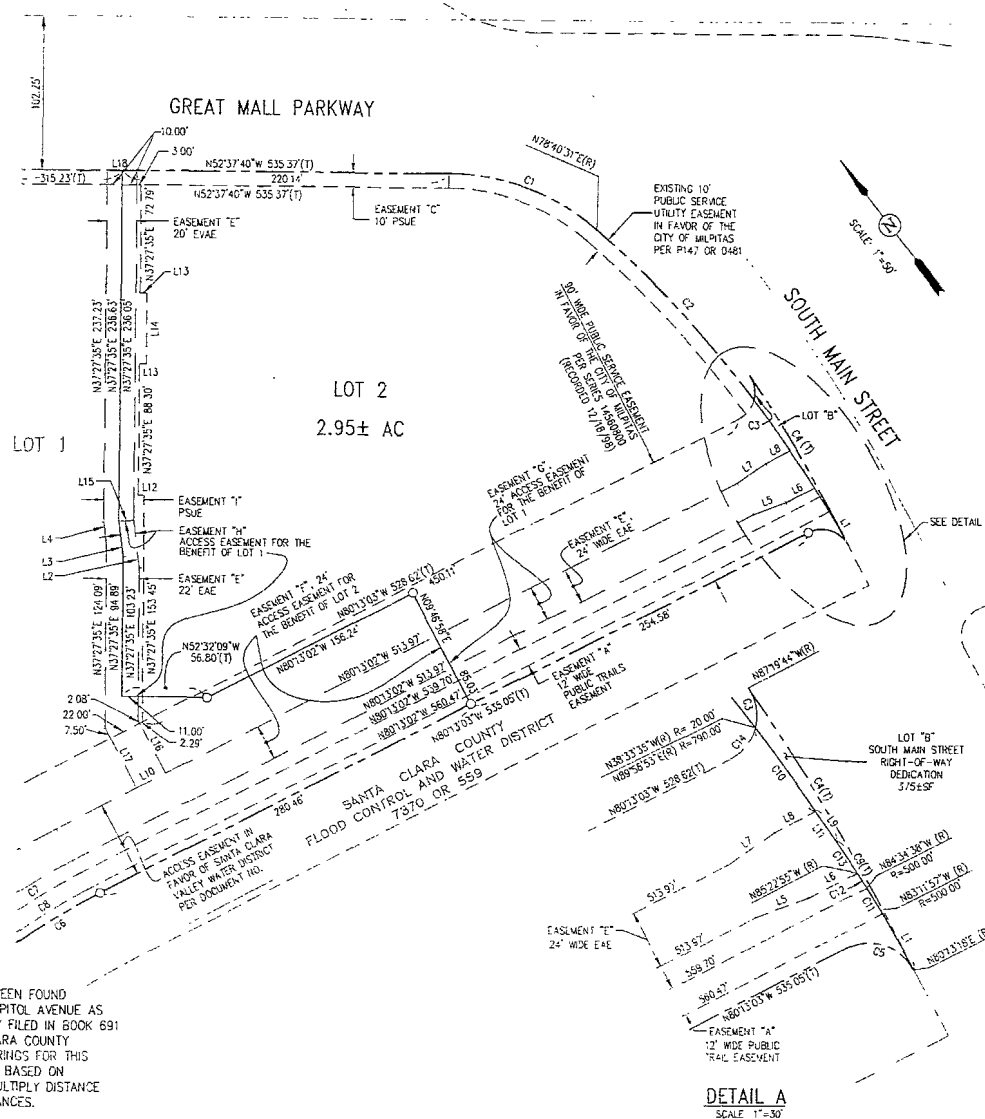
CURVE	RADIUS	DELTA	LENGTH
C1	150.00'	41°18'11"	108.13'
C2	790.00'	11°18'22"	155.89'
C3	20.00'	48°46'08"	17.02'
C4	855.00'	10°06'26"	106.08'
C5	20.00'	89°59'45"	31.41'
C6	532.98'	11°51'05"	110.24'
C7	415.00'	14°33'21"	105.43'
C8	403.00'	14°33'21"	102.38'
C9	500.00'	06°50'28"	58.70'
C10	790.00'	02°57'20"	40.76'
C11	500.00'	01°22'41"	12.02'
C12	500.00'	00°48'18"	2.02'
C13	500.00'	01°40'51"	14.67'
C14	20.00'	148°20'32"	16.87'

BASIS OF BEARINGS:

THE BEARING OF NORTH 80°13'03" WEST BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF WEST CAPITOL AVENUE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 691 OF MAPS, PAGES 13 THROUGH 17, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY. THE BEARINGS SHOWN HEREON ARE BASED ON CALIFORNIA COORDINATE SYSTEM ZONE 3. MULTIPLY DISTANCE SHOWN BY 0.99994500 TO OBTAIN GRID DISTANCES.

1235-10

SEE SHEET 4



LEGEND

---	BOUNDARY LINE
---	RIGHT OF WAY LINE
---	LOT LINE
---	EASEMENT LINE
---	CENTER LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
●	FOUND STANDARD STREET MONUMENT
○	FOUND MONUMENT AS NOTED
○	SET 5/8" REBAR AND CAP, LS 7176
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
EAE	EMERGENCY ACCESS EASEMENT
TYP	TYPICAL
AC	ACRE
(#)	RECORD DATA

REFERENCES:

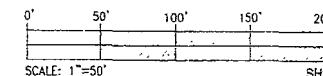
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TRACT 9773 FOR CONDOMINIUM PURPOSES CENTRIA

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CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
CARLSON, BARBEE AND GIBSON, INC.
ENGINEERS SURVEYORS PLANNERS
SAN RAMON CALIFORNIA

MAY 2006



LEGEND

---	BOUNDARY LINE
---	RIGHT OF WAY LINE
---	LOT LINE
---	EASEMENT LINE
---	CENTER LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
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⊙	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
○	SET 5/8" REBAR AND CAP, LS 7176
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EAE	EMERGENCY ACCESS EASEMENT
TYP	TYPICAL
AC	ACRE
(#)	RECORD DATA

BASIS OF BEARINGS:

THE BEARING OF NORTH 80°13'03" WEST BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF WEST CAPITOL AVENUE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 691 OF MAPS, PAGES 13 THROUGH 17, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY. THE BEARINGS SHOWN HEREON ARE BASED ON CALIFORNIA COORDINATE SYSTEM ZONE 3. MULTIPLY DISTANCE SHOWN BY 0.99994500 TO OBTAIN GRID DISTANCES.

REFERENCES

- (1) RECORD OF SURVEY (244 M 3)
- (2) RECORD OF SURVEY (691 M 13)
- (3) RECORD OF SURVEY (754 M 24)
- (4) PARCEL MAP (570 M 40)
- (5) PARCEL MAP (289 M 40)
- (6) PARCEL MAP (610 M 20)
- (7) TRACT 4798 (269 M 48)
- (8) TRACT 4370 (234 M 23)

TRACT 9773 FOR CONDOMINIUM PURPOSES CENTRIA

A PORTION OF THAT CERTAIN 450 ACRE TRACT OF LAND CONVEYED TO GEORGE E. AND H. GERTRUDE ABEL AND DESIGNATED AS PARCEL NO. 2 BY DEED RECORDED FEBRUARY 28, 1940 IN BOOK 968 AT PAGE 380, OFFICIAL RECORDS OF SANTA CLARA COUNTY AND ALL THAT PORTION OF LAND AS DESCRIBED IN RESOLUTION NO. 6831, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ORDERING THE VACATION OF CAPITOL AVENUE FROM ABEL STREET TO MAIN STREET, WHICH SAID RESOLUTION WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON DECEMBER 18, 1998 UNDER RECORDER'S SERIES NO. 145680800

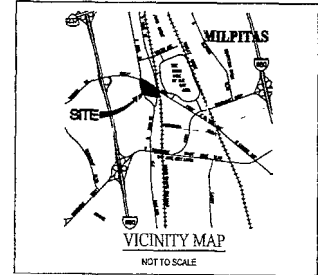
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
CARLSON, BARBEE AND GIBSON, INC.
ENGINEERS SURVEYORS PLANNERS
SAN RAMON CALIFORNIA

MAY 2006

GENERAL NOTES:

1. OWNER/DEVELOPER: D.R. HORTON AMERICA'S BUILDER, BAY AREA DIVISION
6658 OWENS DRIVE
PLEASANTON, CA 94588
(925) 737-1080
2. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
8111 BOLLINGER CANYON ROAD, SUITE 150
SAN RAMON, CA 94583
(925) 866-0322
JASON NEER, P.E. 59136
3. SOILS ENGINEER: TREADWELL & ROLLO, INC.
501 14TH STREET, THIRD FLOOR
OAKLAND, CA 94612
(510) 874-4500
4. BENCHMARK: A BRASS DISK MONUMENT (NO. 1554-334-2) IN MONUMENT WELL AT THE INTERSECTION OF CAPITOL AVENUE AND SOUTH MAIN STREET DESIGNATED "CAP-MAN", ELEVATION 30.076, NGVD 29 DATUM PER CITY OF MILPITAS GPS LEVEL SURVEYS OF 12/1999 TO 02/2000.
5. THE CIVIL ENGINEER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF HIS DESIGN CONTAINED HEREIN.
6. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND DESIGN CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF CIVIL ENGINEER.
7. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS AT THE JOB SITE FOR PUBLIC WORKS, AMBULANCE, POLICE, AND FIRE DEPARTMENTS, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.
8. DURING CONSTRUCTION IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE FOR SAFE TRAFFIC CONTROL IN AND AROUND THE SITE, TO PROTECT THE GENERAL PUBLIC, AND TO PREVENT UNCONTROLLED ACCESS TO THE SITE AT ALL TIMES. THIS MAY INCLUDE BUT NOT BE LIMITED TO SIGNS, FLASHING LIGHTS, BARRICADES AND FLAG PERSONS.
9. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT CARLSON, BARBEE & GIBSON, INC. AT (925) 866-0322 FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
10. CONTRACTOR SHALL PROVIDE PROPER SHORING IN ALL TRENCHES DEEPER THAN FIVE (5) FEET. ANY DAMAGE RESULTING FROM LACK OF SHORING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS.
11. THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDER.
12. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY PERTAINING TO "CONFINED SPACES". ANY MANHOLE, CULVERT, DROP INLET OR TRENCH (WHICH COULD CONTAIN AIR), THAT IS NOT READILY VENTILATED, MAY BE CONSIDERED A "CONFINED SPACE".
13. ENCROACHMENT PERMITS REQUIRED FOR WORK WITHIN EXISTING PUBLIC RIGHTS OF WAY SHALL BE OBTAINED BY THE CONTRACTOR.
14. PRIOR TO COMMENCEMENT OF ANY WORK ON ADJACENT PROPERTY, THE OWNER SHALL OBTAIN WRITTEN PERMISSION FROM AFFECTED PROPERTY OWNERS.
15. EXISTING CURB, GUTTER AND SIDEWALK THAT ARE DAMAGED OR DISPLACED, EVEN THOUGH THEY WERE NOT TO BE REMOVED, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.

TRACT 9773 CENTRIA OFF-SITE IMPROVEMENT PLANS CITY OF MILPITAS, SANTA CLARA COUNTY, CALIFORNIA



UTILITY NOTES:

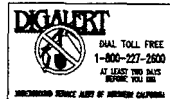
1. ALL STORM DRAINS SHALL BE CLASS III RCP PIPE PER CITY OF MILPITAS STANDARDS, UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWERS SHALL BE PVC SDR 35 PER CITY OF MILPITAS STANDARDS, UNLESS OTHERWISE NOTED.
3. ALL WATER LINES SHALL BE 6000 PVC PER CITY OF MILPITAS WATER DIVISION STANDARDS, UNLESS OTHERWISE NOTED.
4. CONTRACTOR IS RESPONSIBLE TO CONSTRUCT IMPROVEMENTS SO THAT THEY CONFORM TO EXISTING FACILITIES. CONTRACTOR SHALL POthOLE EXISTING UTILITIES AS NECESSARY PRIOR TO CONSTRUCTION.
5. ALL SANITARY SEWER AND STORM DRAIN CONSTRUCTION SHALL PROCEED FROM THE DOWNSTREAM CONNECTION TO THE UPSTREAM TERMINUS.
6. THE CONTRACTOR SHALL VERIFY LOCATION AND THE FLOWLINE ELEVATION OF THE EXISTING SANITARY SEWER AND STORM DRAIN CONNECTION POINTS AND NOTIFY THE CIVIL ENGINEER IMMEDIATELY IF MORE THAN 0.10 FOOT OF DIFFERENCE EXISTS FROM THIS PLAN.
7. THE CONTRACTOR SHALL COORDINATE THE SEWER, WATER AND STORM DRAIN CONSTRUCTION IN A MANNER TO PREVENT ANY CONFLICTS WHERE UTILITY LINES CROSS EACH OTHER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PLANS FOR ALL OTHER UTILITIES FOR THIS PROJECT AND SHALL FAMILIARIZE HIMSELF THEREWITH, AND SHALL NOTIFY THE CIVIL ENGINEER IMMEDIATELY OF ANY CONFLICT WITH THIS PLAN PRIOR TO THE START OF CONSTRUCTION.
8. THE LOCATION, DEPTH AND EXISTENCE OF UNDERGROUND IMPROVEMENTS ARE SHOWN IN THEIR APPROPRIATE POSITIONS BASED UPON INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL EXCAVATE INSPECTION HOLES ("POT HOLES") AND DETERMINE THE LOCATION AND DEPTH OF ALL UNDERGROUND STRUCTURES AND UTILITIES THAT ARE IN THE VICINITY OF AND/OR MAY BE AFFECTED BY THE PROPOSED IMPROVEMENT WORK PRIOR TO ANY CONSTRUCTION WORK WHICH COULD DAMAGE OR CONFLICT WITH SAID STRUCTURE AND/OR UTILITIES.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CIVIL ENGINEER OF ANY DIFFERENCES IN LOCATIONS OF EXISTING UTILITIES SHOWN, OR ANY CONFLICTS WITH THE DESIGN THAT BECOME APPARENT DURING CONSTRUCTION, BEFORE CONTINUING WITH WORK IN THAT AREA.
10. THE CONTRACTOR SHALL PROVIDE ADEQUATE COVER FOR THE PROTECTION OF ALL PROPOSED AND EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.
11. ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO THE CONSTRUCTION OF CURBS, FINAL PREPARATION OF SURGRADE, AND PLACEMENT OF BASE MATERIAL. MANHOLE FRAMES AND VALVE BOXES SHALL BE SET TO FINAL GRADE PRIOR TO PLACEMENT OF ASPHALT CONCRETE. CURBS AND GUTTERS TO BE COMPLETED PRIOR TO PLACEMENT OF BASE ROOF.
12. EXISTING UTILITIES TO BE ABANDONED NOT SHOWN ON THIS PLAN. SEE GRADING PLANS. CONTRACTOR SHALL IDENTIFY EXISTING UTILITIES AND CLIENT TO DETERMINE REMOVAL OR ABANDONMENT PROCESS.
13. ALL CATCH BASINS SHALL BE LABELED "NO DUMPING DRAINS TO BAY" PER CITY OF MILPITAS.
16. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL GRADE OF CONCRETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL GRADE OF CONCRETE.
17. THE OWNER'S CIVIL ENGINEER WILL PROVIDE CONSTRUCTION STAKES. THE NUMBER AND LOCATION OF STAKES REQUIRED SHALL BE DETERMINED BEFORE THE CONSTRUCTION BEGINS. ALL STAKING REQUESTS SHOULD BE DIRECTED TO THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO ACTUAL NEED. (925) 866-0322. ANY ADDITIONAL STAKING OR RESTORING WILL ONLY BE DONE AS DIRECTED AND AUTHORIZED BY THE OWNER OR HIS AUTHORIZED AGENT.
18. ALL EXISTING ELEVATIONS SHOWN ARE AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.
19. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) FOR UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION. PHONE 1-800-227-2600. NEITHER THE OWNER NOR THE CIVIL ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED.
20. THE CONTRACTOR SHALL NOT DISTURB OR DESTROY ANY PERMANENT SURVEY POINTS WITHOUT THE CONSENT OF THE CITY ENGINEER. ANY PERMANENT MONUMENTS OR POINTS DISTURBED OR DESTROYED SHALL BE REPLACED BY A LICENSED ENGINEER OR SURVEYOR AT THE CONTRACTOR'S EXPENSE.
21. ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.
22. ALL GRADED SLOPES ARE MAXIMUM TWO (2) FEET HORIZONTAL TO ONE (1) FOOT VERTICAL.
23. WHERE PAVEMENT IS TO BE EXTENDED, EXISTING IMPROVEMENT ENDS MUST BE SAW-CUT, A.C. OR P.C.C. PAVEMENT REMOVED MUST BE SAW-CUT OR REMOVED TO AN EXPANSION JOINT.
24. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF PUBLIC IMPROVEMENTS/FACILITIES DAMAGED BY HIS OPERATIONS INCLUDING BUT NOT LIMITED TO MONUMENTS, BENCHMARKS, STREET PAVEMENT, PAVEMENT MARKINGS, TRAFFIC STRIPING AND SIGNAGE, TRAFFIC LIGHTS, FIBER OPTIC, ETC.
25. PROJECT GRADING AND CONSTRUCTION ACTIVITIES SHALL NOT OCCUR OUTSIDE THE HOURS OF 7:00 A.M. TO 7:00 P.M. ON WEEKDAYS AND WEEKENDS, AND SHALL NOT OCCUR ON THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, AS PER THE CITY OF MILPITAS HOSE ORDINANCE.
26. TRAFFIC SPEEDS ON ALL UNPAVED AREAS SHALL BE LIMITED TO 15mph.

SHEET INDEX

1	1 OF 49
2	2 OF 49
3	3 OF 49
4	4 OF 49
5	5 OF 49
6	6 OF 49
7	7 OF 49
8	8 OF 49
9	9 OF 49
10	10 OF 49
11	11 OF 49
12	12 OF 49
13	13 OF 49
14	14 OF 49
15	15 OF 49
16	16 OF 49
17	17 OF 49
18	18 OF 49
TS-1	19 OF 49
TS-2	20 OF 49
TS-3	21 OF 49
TS-4	22 OF 49
JT-1	23 OF 49
JT-2	24 OF 49
L-100	25 OF 49
L-300	26 OF 49
L-301	27 OF 49
L-302	28 OF 49
L-401	29 OF 49
L-701	30 OF 49
L-702	31 OF 49
L-750	32 OF 49
L-751	33 OF 49
L-752	34 OF 49
L-801	35 OF 49
L-802	36 OF 49
L-901	37 OF 49
L-902	38 OF 49
L-1001	39 OF 49
L-1101	40 OF 49
L-1102	41 OF 49
L-1103	42 OF 49
L-1104	43 OF 49
L-1105	44 OF 49
L-1106	45 OF 49
L-1107	46 OF 49
L-1108	47 OF 49
L-1109	48 OF 49
L-1110	49 OF 49
49	TOTAL SHEETS

CIVIL

TITLE, GENERAL NOTES, AND VICINITY MAP
CITY NOTES
INDEX SHEET
OVERALL SYSTEMS MAP
STREET SECTIONS & DT TAILS
STREET SECTIONS & DT TAILS
PLAN & PROFILE - SOUTH ABEL STREET
PLAN & PROFILE - SOUTH MAIN STREET
PLAN & PROFILE - GREAT MALL PARKWAY
PLAN & PROFILE - GREAT MALL PARKWAY
PLAN & PROFILE - 'A' DRIVEWAY
CROSS SECTIONS - ABEL STREET
CROSS SECTIONS - ABEL STREET
SIGNING AND STRIPING PLAN
SIGNING AND STRIPING PLAN
TRAFFIC SIGNAL
TRAFFIC SIGNAL MODIFICATION - NOTES AND LEGEND
TRAFFIC SIGNAL MODIFICATION - DEMOLITION PLAN
TRAFFIC SIGNAL MODIFICATION - SIGNAL PLAN
TRAFFIC SIGNAL MODIFICATION - CONDUIT AND EQUIPMENT SCHEDULES
JOINT TRENCH
JOINT TRENCH COMPOSITE PLAN
JOINT TRENCH COMPOSITE PLAN
LANDSCAPE
COVER SHEET AND DRAWING INDEX
CONSTRUCTION SCHEDULE & NOTES
CONSTRUCTION PLAN
CONSTRUCTION PLAN
CONSTRUCTION DETAILS
IRRIGATION PLAN
IRRIGATION PLAN
IRRIGATION DETAILS
IRRIGATION DETAILS AND NOTES
TREE PLANTING PLAN
TREE PLANTING PLAN
SHRUB PLANTING PLAN
SHRUB PLANTING PLAN
PLANTING DETAILS
CONSTRUCTION SPECIFICATIONS
CONSTRUCTION SPECIFICATIONS
CONSTRUCTION SPECIFICATIONS
CONSTRUCTION & IRRIGATION SPECIFICATIONS
IRRIGATION SPECIFICATIONS
IRRIGATION SPECIFICATIONS
IRRIGATION & PLANTING SPECIFICATIONS
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Carlson, Barbee
& Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
8111 Bollinger Canyon Road, Suite 150 • San Ramon, CA 94583
925-866-0322 • Fax 925-866-0575
www.cbgi.com

CENTRIA IMPROVEMENT PLANS

TITLE SHEET
05/05/2006

RECORD DRAWINGS				REVISIONS			
NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION
1	05/05/2006	JN	ISSUED FOR PERMIT				
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CITY OF MILPITAS ENGINEERING DIVISION			
APPROVED:	DATE:	PROJECT NO. 3128	
CITY ENGINEER	DATE:	ISSUED NO. 3-1046	
ANY CHANGES TO PUBLIC APPROVATIONS SHALL BE APPROVED BY THE CITY ENGINEER		C.P. NO.	
RECOMMENDED FOR APPROVAL:			
DATE:	DATE:		
SIGNATURE:	SIGNATURE:		

CITY OF MILPITAS PUBLIC IMPROVEMENTS NOTES:

GENERAL NOTES:

- ALL WORK AND MATERIALS SHALL COMPLY WITH STANDARD SPECIFICATIONS, CONSTRUCTION DETAILS, AND STANDARD DRAWINGS OF THE CITY OF MILPITAS AVAILABLE IN THE CITY ENGINEER'S OFFICE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE IMPROVEMENTS IN THESE PLANS FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH THE AGENCIES' REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL LAWS.
- PLANS USED FOR CONSTRUCTION OF PUBLIC FACILITIES PURPOSES MUST BE SIGNED BY THE CITY ENGINEER OR HIS REPRESENTATIVE. ANY SUBSEQUENT CHANGES SHALL BE APPROVED BY THE CITY ENGINEER OR HIS REPRESENTATIVE PRIOR TO THEIR CONSTRUCTION.
- THE OFFICIAL COPY OF THESE PLANS ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER IN MILPITAS.
- THIS PLAN IS SUBJECT TO REVIEW AND SUBSEQUENT APPROVAL. IN THE EVENT THE WORK HAS NOT COMMENCED WITHIN SIX (6) MONTHS OF THE DATE OF PLAN APPROVAL.
- ALL UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER.
- A \$2,000 DEPOSIT SHALL BE MADE TO THE CITY OF MILPITAS AND A CONSTRUCTION WATER METER SHALL BE OBTAINED FOR INCIDENTAL WATER USED DURING GRADING AND ROADWAY CONSTRUCTION. WATER METER(S) SHALL BE INSTALLED FOR INCIDENTAL WATER USE DURING BUILDING (S) CONSTRUCTION AND PRESSURE TEST OF WATER LINE WITHIN THE BUILDING (S).
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AT (800) 227-2600 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, AND OBTAIN A REFERENCE NUMBER.
- PRIOR TO ANY CONSTRUCTION OR INSTALLATION OF PUBLIC FACILITIES, THE DEVELOPER'S ENGINEER SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CONTRACTORS AND THE CITY PUBLIC WORKS INSPECTOR. THIS SHALL TAKE PLACE A MINIMUM OF 7 DAYS PRIOR TO THE SCHEDULED START OF WORK. AT THE CONFERENCE, THE DEVELOPER'S ENGINEER SHALL PRESENT THE PUBLIC WORKS INSPECTOR WITH A CERTIFIED COPY OF A MATERIAL LIST AND SPECIFICATIONS FOR INSTALLATION. PRIOR TO THE INSTALLATION, APPROVAL BY THE CITY ENGINEER IS REQUIRED OF ANY NON-STANDARD MATERIALS. ANY NON-STANDARD MATERIALS SHALL BE DEMONSTRATED BY THE DEVELOPER'S ENGINEER AND CONTRACTOR TO EQUAL OR EXCEED CITY STANDARDS.
- THE CONTRACTOR SHALL CALL CITY OF MILPITAS PUBLIC WORKS FACILITIES INSPECTION AT (408) 586-2884 TO SCHEDULE INSPECTIONS, 48 HOURS PRIOR TO START OF CONSTRUCTION.
- PRIOR TO ANY WORK, THE CONTRACTOR SHALL OBTAIN A CITY BUSINESS LICENSE AND A PUBLIC WORKS CONSTRUCTION OR ENCROACHMENT PERMIT.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION AND OR PROTECTION OF ALL EXISTING MONUMENTS AND STAKES WITHIN THE CONTRACTOR'S AREA OF WORK. THE CONTRACTOR SHALL NOT DISTURB OR REMOVE ANY MONUMENTS OR STAKES WITHOUT THE PERMISSION OF THE CITY ENGINEER, AND HE SHALL BEAR THE EXPENSE OF RESETTING ANY MONUMENTS OR STAKES WHICH MAY BE DISTURBED OR REMOVED WITH OR WITHOUT PERMISSION. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 15 WORKING DAYS NOTICE TO THE CITY ENGINEER PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS OR STAKES. THE CONTRACTOR SHALL UTILIZE THE SERVICES OF A CALIFORNIA LICENSED LAND SURVEYOR TO RESET ALL DISTURBED OR REMOVED MONUMENTS AND STAKES OR PROVIDE WITNESS MONUMENTS, AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO THE BUSINESS AND PROFESSIONS CODE SECTION 8771.
- WHEN IT IS FOUND THAT FIELD CONDITIONS ARE NOT AS SHOWN ON THE PLANS, THE CONSULTING ENGINEER SHALL MAKE REVISIONS AND/OR ADJUSTMENTS TO THE SATISFACTION OF THE CITY ENGINEER PRIOR TO FURTHER CONSTRUCTION.
- UPON COMPLETION OF IMPROVEMENTS, THE DEVELOPER'S ENGINEER SHALL SUBMIT A LETTER TO THE CITY ENGINEER CERTIFYING THAT THOSE PRIVATELY MAINTAINED IMPROVEMENTS (STREET, LIGHTING, UTILITIES, ETC.) HAVE BEEN CONSTRUCTED PER THE IMPROVEMENT PLANS.
- DEVELOPER SHALL COORDINATE WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE DESIGN AND INSTALLATION OF ALL GAS AND ELECTRIC FACILITIES.
- DEVELOPER SHALL COORDINATE WITH SBC FOR THE DESIGN AND INSTALLATION OF ALL TELEPHONE FACILITIES.
- CONSTRUCTION SHALL NOT BEGIN UNTIL 7 AM AND SHALL END BY 7 PM, WEEKDAYS AND WEEKENDS, EXCEPT HOLIDAYS.

- A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT (NPDES CONSTRUCTION PERMIT) IS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY RELATED TO THIS SITE AND SHALL BE OBTAINED BY THE OWNER AND/OR OWNER'S CONTRACTOR AS APPROPRIATE. ANY DISCHARGE (DURING CONSTRUCTION) OF GROUNDWATER INTO THE DOWNSIDE STORM SYSTEM MUST BE UNCONTAMINATED. THE CONTRACTOR SHALL MAKE THIS DETERMINATION PRIOR TO ANY DISCHARGE.
 - IF ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARROWORK WITHIN 100' OF THIS AREA SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHAEOLOGISTS (SCA) OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGISTS (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.
 - RECORD DRAWINGS ORIGINAL PLANS, INCLUDING A COPY OF THE AUTOCAD FILES (DIGITAL FORMAT) SHALL BE FURNISHED TO THE CITY ENGINEER WITHIN 90 DAYS OF THE COMPLETION OF CONSTRUCTION AND PRIOR TO INITIAL ACCEPTANCE OF PUBLIC IMPROVEMENTS.
 - ALL GRADING SHALL COMPLY WITH CITY OF MILPITAS GRADING ORDINANCE, THIS PLAN, AND THE SOILS REPORT PREPARED BY TREADWELL & ROLLO DATED MAY 17, 2005 AND ALL SUBSEQUENT ADDENDUMS.
 - CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM HIS/HER RESPONSIBILITY TO CORRECT ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, ANY REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
 - A WATER VALVE SHALL BE INSTALLED FOR EACH RESIDENTIAL UNIT AFTER THE METER AND PRIOR TO ENTRY OF THE BUILDING SUCH THAT IT IS ACCESSIBLE TO HOMEOWNER AND CITY METER READER.
 - THE FOLLOWING ENTITIES SHALL BE RESPONSIBLE FOR INSPECTION AND MAINTENANCE / OWNERSHIP OF THE LISTED FACILITIES (STATE OWNERSHIP'S NAME AND INSPECTION BY P.W. INSPECTION OR BUILD. DIV.): CERTIFICATE BY
- | FACILITIES | OWNERSHIP | INSPECTION | ENGINEER |
|--------------|------------------|-----------------|--------------|
| WATER | CITY OF MILPITAS | P.W. INSPECTION | NOT REQUIRED |
| SEWER | CITY OF MILPITAS | P.W. INSPECTION | NOT REQUIRED |
| STORM | CITY OF MILPITAS | P.W. INSPECTION | NOT REQUIRED |
| STREET | CITY OF MILPITAS | P.W. INSPECTION | NOT REQUIRED |
| STREET LIGHT | CITY OF MILPITAS | P.W. INSPECTION | NOT REQUIRED |

SIGNING AND STRIPING NOTES:

- ALL SIGNS SHALL CONFORM TO STATE OF CALIFORNIA, TRAFFIC MANUAL, CHAPTER 4, AND LATEST EDITION OF "UNIFORM SIGN CHART."
- SIGNS SHALL BE OF STANDARD SIZE DESIGNATED FOR EACH TYPE IN THE TRAFFIC MANUAL, EXCEPT WHERE NOTED OTHERWISE.
- MOUNTING SHALL CONFORM TO APPROPRIATE PROVISION OF CHAPTER 4, TRAFFIC MANUAL, AND APPLICABLE "STANDARD PLANS," STATE OF CALIFORNIA (CALTRANS), LATEST EDITION, EXCEPT WHERE OTHERWISE INDICATED ON PLANS.
- ALL TRAFFIC SIGNS (EXCEPT STREET NAMEPLATES) SHALL BE MINIMUM .080 GAGE ALUMINUM BLANKS WITH REFLECTIVE FACES OF SCOTCHLOTE (ENGINEER GRADE) OR APPROVED EQUAL. EXCEPT, R1 AND R2 SIGNS WHICH REQUIRE HIGH INTENSITY.
- STRIPING SHALL CONFORM TO APPROPRIATE PROVISIONS OF CHAPTER 6, "MARKINGS" OF THE TRAFFIC MANUAL AND CHAPTER XVI OF THE MAINTENANCE MANUAL, STATE OF CALIFORNIA.
- STRIPING PAINT FOR CITY STREETS SHALL BE:
 - PAINT SHALL BE TMT PATHWAY, OR APPROVED EQUAL.
 - SOVENT-BASED PAINTS SHALL NOT BE USED.
 - TMT PATHWAY #267545 WATER BASE WHITE PAINT, OR APPROVED EQUAL.
 - TMT PATHWAY #267645 WATER BASE YELLOW PAINT, OR APPROVED EQUAL.
 - TMT PATHWAY #267747 WATER BASE BLACK PAINT, OR APPROVED EQUAL.
 - GLASS BEADS SHALL CONFORM TO STATE SPECIFICATION NO 8010-11E-22 (TYPE II)
- THE CERTIFICATION REQUIREMENTS SHALL BE SUBMITTED FOR READY MIXED WHITE AND YELLOW PAINTS.
- RAISED PAVEMENT MARKERS OF VARIOUS TYPES SHALL CONFORM TO SECTION 85, "PAVEMENT MARKERS", OF THE STATE STANDARD SPECIFICATIONS, THESE TECHNICAL PROVISIONS, AND AS SHOWN ON THE PLANS.
- PAINTED LEGENDS SHALL CONFORM TO STANDARD SIZES AND PATTERNS USED BY THE CITY OF MILPITAS. ARRANGEMENTS MAY BE MADE TO USE THE CITY'S STENCILS BY CALLING (408) 586-2831.

STREET SURFACE NOTES:

- UPON COMPLETION OF ROUGH GRADING, ACTUAL THICKNESS (STRUCTURAL SECTION) OF THE BASE MATERIAL AND AC PAVEMENT SHALL BE DETERMINED BASED ON THE RESULTS OF R-VALUES, SAND EQUIVALENTS LABORATORY TESTING. GEOTECHNICAL/SOIL ENGINEER SHALL RECOMMEND THE STRUCTURAL SECTIONS OF STREETS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
- THE CONTRACTOR SHALL NOT ORDER OR PLACE ANY PORTLAND CEMENT CONCRETE OR ASPHALT CONCRETE PAVING UNTIL THE FORMS AND SUBGRADE AND/OR AGGREGATE BASE HAVE BEEN INSPECTED BY THE CITY PUBLIC WORKS INSPECTOR.
- EDGE OF EXISTING PAVEMENT SHALL BE TACK COATED PRIOR TO CONSTRUCTING NEW PAVEMENT.
- STANDARD STREET MONUMENTS SHALL BE INSTALLED ON ALL STREET INTERSECTIONS AND OTHER LOCATIONS SHOWN ON THIS PLAN IN CONFORMANCE WITH CITY STANDARD DRAWING NO. 446.
- DRIVEWAY LOCATIONS SHALL BE SET BY OWNER'S ENGINEER IN COMPLIANCE WITH CITY STANDARD DRAWING NO. 434, UNLESS DETAILS ARE SHOWN ON THESE PLANS.
- ALL FIRE HYDRANTS, ELECTROLYSERS AND METER BOXES SHALL CLEAR DRIVEWAYS AND OTHER FACILITIES BY 5', 5' AND 1' RESPECTIVELY.
- ALL EXISTING FACILITIES SHALL BE ADJUSTED TO FINISH GRADE AS DIRECTED BY CITY PUBLIC WORKS INSPECTOR. MANHOLES, WATER VALVE BOXES, CLEAN OUT FRAMES AND COVERS SHALL BE BROUGHT TO FINISHED GRADE BY THE CONTRACTOR AFTER PAVING IS COMPLETED.
- MAILBOXES SHALL BE PROVIDED AS REQUIRED BY U.S. POSTAL SERVICES, BUT WILL NOT BE INSPECTED BY THE PUBLIC WORKS INSPECTOR.
- THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL OFF-SITE IMPROVEMENTS HAVE BEEN COMPLETED, INCLUDING ALL GRADING, AND UNTIL ALL UNACCEPTABLE CONCRETE WORK HAS BEEN REMOVED AND REPLACED, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

STREET LIGHTS:

- SPLICING OF STREET LIGHT CONDUCTOR IS PERMITTED ONLY IN PULL BOXES.
- ELECTROLYSERS SHALL BE CONNECTED TO THE CLOSEST UNDERGROUND SECONDARY P.G.&E. SOURCE. PULL (JUNCTION) BOXES SHALL BE REQUIRED AT EACH ELECTROLYSER AND WHERE MORE THAN ONE END OF THE CABLE IS NECESSARY TO REACH TO ELECTROLYSER, WHERE SHOWN ON PLANS, AND AT SERVICE POINT WHERE NO P.G.&E. BOX IS INSTALLED. INSTALL IN-LINE FUSES AT ELECTROLYSERS, IN THE HAND HOLE OF EACH POLE. FUSES SHALL BE INSTALLED ON EACH ENERGIZED LEAD, AND SHALL BE ADEQUATELY SIZED AND ENCLOSED IN A PHENOLIC CASE. HEAD CONFIGURATION SHALL BE EITHER DOUBLE DOOR MOUNTED BALLAST OR SINGLE DOOR - SWING DOWN BALLAST. 120/240 VOLT BALLASTS SHALL BE PROVIDED. VOLTAGE AND WATTAGE OF ELECTROLYSERS SHALL BE AS SHOWN ON THE PLANS.
- STREET LIGHT NUMBERS WILL BE ASSIGNED BY THE CITY AND INSTALLED ON THE POLES BY THE CONTRACTOR AS DIRECTED BY THE PUBLIC WORKS INSPECTOR.

UNDERGROUND NOTES:

- THE LETTER "W" SHALL BE IMPRESSED IN THE FACE OF CURB WHERE EACH WATER SERVICE CROSSES THE CURB. THE LETTER "S" SHALL BE IMPRESSED IN THE FACE OF CURB WHERE EACH SEWER LATERAL CROSSES THE CURB AND THE LETTER "R" SHALL BE IMPRESSED IN THE FACE OF CURB WHERE EACH RECYCLED WATER SERVICE CROSSES THE CURB.
- THE LOCATION, DEPTH AND EXISTENCE OF UNDERGROUND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE POSITIONS BASED UPON INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL EXCAVATE INSPECTION HOLES "NOT HOLES" AND DETERMINE THE LOCATION AND DEPTH OF ALL UNDERGROUND STRUCTURES AND UTILITIES THAT ARE IN THE VICINITY OF AND/OR MAY BE AFFECTED BY THE PROPOSED IMPROVEMENT WORK PRIOR TO ANY CONSTRUCTION WORK WHICH COULD DAMAGE OR CONFLICT WITH SAID STRUCTURES AND/OR UTILITIES.
- MINIMUM COVER FOR UTILITIES IN ROADWAY (FROM TOP OF PIPE TO ROADWAY SURFACE) SHALL BE PROVIDED (60" SANITARY SEWER, 42" WATER LINE IN STREET, 48" WATER LINE IN EASEMENT, 24" STORM LINE IN STREET), WHERE THE MINIMUM COVER CANNOT BE ACHIEVED, SUCH LOCATIONS SHALL BE SPECIFICALLY IDENTIFIED ON THE PLANS. THE METHOD OF PROTECTING THE PIPE AND VALVE STOPS SHALL BE INDICATED. THE FOLLOWING SOLUTIONS SHALL BE SUBJECT TO THE CITY ENGINEER'S APPROVAL:
 - USE OF CAST-IRON PIPE AND BUTTERFLY VALVES.
 - CONCRETE CAP.
 - ANY OTHER SOLUTION DEvised BY THE ENGINEER AND CONTRACTOR.
- WATER SERVICES AND MAINS ARE TO BE SEPARATED A MINIMUM OF 10' HORIZONTAL DISTANCE AND 1' VERTICAL DISTANCE FROM SEWER AND RECYCLED WATER LATERALS AND MAINS. POTABLE WATER LINES SHALL BE ABOVE ALL STORM DRAIN, SANITARY SEWER AND RECYCLED WATER LINES.
- SEPARATION BETWEEN THE RECYCLE WATER LINES FROM OTHER UTILITIES, SUCH AS POTABLE WATER, FIRE PROTECTION AND SANITARY SEWER, SHALL BE IN ACCORDANCE WITH THE CITY OF MILPITAS "NON-POTABLE WATER GUIDELINES", CALL (408) 586-3329 FOR A COPY.
- HOUSE SEWERS SHALL NOT BE CONNECTED TO LATERALS UNTIL SEWERS ARE TESTED.
- CONNECTIONS TO EXISTING WATER MAINS SHALL BE APPROVED BY CITY ENGINEER. CONTRACTOR SHALL PERFORM ALL EXCAVATION, PREPARE SITE, FURNISH ALL MATERIALS, INSTALL TAPPING TEE, VALVE AND ALL THRUST BLOCKS, BACKFILL, RESTORE SURFACE, AND CLEAN UP. NON-METALLIC WATER LINES SHALL BE INSTALLED WITH A TRACE WIRE.
- ALL WATER VALVES SHALL BE CLUSTERED, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
- WATER SERVICE PRESSURE REGULATORS AND SEWAGE BACKFLOW PROTECTION DEVICES ARE SHOWN ON THESE PLANS FOR THE INFORMATION OF THE DEVELOPER AND CITY'S BUILDING DIVISION. THESE ITEMS ARE NOT INCLUDED IN THE PUBLIC WORKS INSPECTION OR ACCEPTANCE.
- ALL UTILITY STUBS, ESPECIALLY WATER LINE COMPONENTS, SHALL BE CAPPED.
- ANY ABANDONMENT OF EXISTING WATER LINES SHALL TAKE PLACE AT THE MAIN LINE. CONTRACTORS SHALL NOT TURN WATER VALVES WITHOUT PRIOR APPROVAL FROM UTILITY MAINTENANCE SUPERVISOR AT (408) 586-2840.
- ALL METALLIC UNDERGROUND PIPING SHALL BE PROTECTED AGAINST CORROSION PER CITY STANDARD SPECIFICATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING LOCATE SERVICES FOR THOSE FACILITIES INSTALLED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK HAS BEEN OFFICIALLY ACCEPTED BY THE CITY OF MILPITAS. THE MARKING, LABELING, AND TIMING OF SUCH LOCATIONS SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF UNDERGROUND SERVICE ALERT.



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& Gibson, Inc.
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CENTRIA IMPROVEMENT PLANS

CITY NOTES

05/05/2006

RECORD DRAWINGS				REVISIONS				CITY OF MILPITAS ENGINEERING DIVISION			
NO.	DATE	BY	DESCRIPTION	CITY ENG. APPROV.	DATE	NO.	DATE	BY	DESCRIPTION	PROJECT NO.	SHEET
1	05/05/2006	BY	DESCRIPTION			1		BY	DESCRIPTION	PROJECT NO. 3178	
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